

214. c. 2
40

A N

A C T

F O R

Vesting Part of the settled Estate of the Honourable and Reverend *James Yorke* and *Mary* his Wife, situate in *Arlington Street*, in the County of *Middlesex*, in Trustees, to be conveyed pursuant to Articles entered into for Sale thereof; and for laying out the Money thereby stipulated to be paid in the Purchase of other Lands to be settled to the same Uses.



WHEREAS by Indentures of Lease and Release, bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *June* One thousand Seven hundred and Sixty-two, the Release being of Six Parts; and made or mentioned to be made between the Honourable and Reverend *James Yorke*, Fifth Son of the Right Honourable *Philip* then Earl of *Hardwicke*, but since deceased, and Dean of the Cathedral Church of *Lincoln*, of the First Part; *Elizabeth Maddox*, Widow and sole Execu-
A
trix

trix of, and Devisee named in the last Will and Testament of,
 the Right Reverend Father in God *Isaac Maddox*, Doctor in
 Divinity, late Lord Bishop of *Worcester*, her late Husband, de-
 ceased, and *Mary Maddox*, then an Infant of the Age of Eigh-
 teen Years, or thereabouts, the Daughter and only Child and
 Heir of the said *Isaac* late Lord Bishop of *Worcester*, by the
 said *Elizabeth Maddox*, of the Second Part; the said *Philip* then
 Earl of *Hardwicke*, and the Reverend *John Waugh*, Doctor of
 Laws, Dean of the Cathedral Church of *Worcester*, since also
 deceased, of the Third Part; the Honourable *Philip Yorke*,
 Esquire, commonly called Viscount *Royston*, now Earl of *Hard-
 wicke*, and the Reverend *Francis Ayscough*, Doctor in Divinity,
 Dean of the Cathedral Church of *Bristol*, of the Fourth Part;
 the Honourable *Charles Yorke*, Esquire, then his Majesty's At-
 torney-General, Second Son of the said *Philip* then Earl of
Hardwicke, and the Honourable *George Hay*, Doctor of Laws,
 of the Fifth Part; and the Honourable *John Yorke*, Esquire,
 Fourth Son of the said *Philip* then Earl of *Hardwicke*, and *Rich-
 ard Raynsford*, Esquire, since likewise deceased, of the Sixth
 Part; after reciting or taking Notice in the said Indenture of
 Release, that a Marriage was intended to be had (and which
 soon after took Effect) between the said *James Yorke* and *Mary
 Maddox*, with the Privy and Consent of the said *Elizabeth
 Maddox*, her Mother and Guardian, and that the said *Elizabeth
 Maddox* was seised of several Manors, Lands, and Heredita-
 ments in the Counties of *Gloucester* and *Worcester*, or One of
 them, in Fee-simple in Possession, and that the said *Mary Mad-
 dox* was seised of or intituled to a Mansion House, Messuage, or
 Tenement situate in *Arlington Street*, in the Parish of *Saint
 George Hanover Square*, in the said County of *Middlesex*, and
 then or then late in the Tenure or Occupation of *Henry Daw-
 kins*, Esquire, and of a Piece or Parcel of Ground in the said Pa-
 rish lying behind the said Mansion House, and used as a Garden
 thereto, she the said *Elizabeth Maddox*, in Consideration of the
 said intended Marriage, and for other the Considerations therein
 mentioned, did grant, release, and convey the Manors or re-
 puted Manors of *Forthampton* and *Swinley*, in the said Counties
 of *Gloucester* and *Worcester*, or One of them, and divers Mes-
 suages, Farms, Lands, Tenements, Tithes, and Hereditaments
 in the same Counties therein particularly mentioned and de-
 scribed, unto the said *Philip* late Earl of *Hardwicke*, and *John
 Waugh*, deceased, and their Heirs, to the several Uses thereby
 limited

limited and declared, to take effect after the Solemnization of the said intended Marriage; that is to say, To the Use, Intent, and Purpose, that the said *Elizabeth Maddox* and her Assigns should and might thereout have, receive, and take during her Life One annual Rent-charge or yearly Sum of Four hundred Pounds, free from Taxes, by Half-yearly Payments, with the usual Powers of Entry and Distress, and Perception of the Rents and Profits of the same Premises, for obtaining or compelling Payment of the said Rent-charge; and subject thereto, to the Use of the said *Philip Viscount Royston*, now Earl of *Hardwicke*, and *Francis Ayscough*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, without Impeachment of Waste, upon Trust, by the Ways and Means therein mentioned, for better securing the said Rent-charge and all Arrears thereof; and after the Determination of the said Term of One hundred Years, and subject thereto, to the Use of the said *James Yorke* and his Assigns during his Life, without Impeachment of Waste, and after his Decease to the Use of the said *Mary* his then intended Wife and her Assigns during her Life; Remainder to the said *Philip* late Earl of *Hardwicke* and *John Waugh*, deceased, and their Heirs, during the Lives of the said *James Yorke* and *Mary* his then intended Wife, and the Life of the longer Liver of them, in Trust to preserve the contingent Remainders; and after the Decease of the Survivor of them, to the Use of the said *Charles Yorke* and *George Hay*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, with divers Remainders over; and it was thereby declared, that the said Term of Five hundred Years was so limited to them the said *Charles Yorke* and *George Hay*, their Executors, Administrators, and Assigns as aforesaid, upon Trust, after the Decease of the Survivor of them the said *James Yorke* and *Mary* his intended Wife, but subject and without Prejudice to the said annual Rent-charge of Four hundred Pounds, and the Remedies and Powers for securing and recovering the same, by the Ways and Means therein mentioned, to raise and levy the Sum of Ten thousand Pounds of lawful Money of *Great Britain* for the Portion and Portions of all and every the Child and Children of the said then intended Marriage (other than an eldest or only Son) to vest in and belong and be paid to such Child and Children respectively, at such Time and Times, and with such Benefit of Accruer and Survivorship, and with such yearly Sums for their Maintenance, as are therein mentioned;

in

in which said Indenture of Six Parts is contained a Power for the said *James Yorke* during his Life, and after his Decease for the said *Mary* his then intended Wife during her Life, by Indenture or Indentures under his or her Hand and Seal respectively, from time to time to make Leases of the same Manors, Messuages, Lands, Hereditaments, and Premises, or any Part thereof, for any Term or Number of Years, not exceeding Twenty-one Years in Possession, at the best and most improved yearly Rent that could be got for the same, to be payable Half-yearly, without taking any Fine, Premium, or Foregift in respect thereof; and by the same Indenture of Release she the said *Mary*, the then intended Wife of the said *James Yorke*, in Consideration of the said then intended Marriage, with the Consent and Approbation of the said *Elizabeth Maddox* her Mother and Guardian, and the said *James Yorke* her then intended Husband, did consent and agree, to and with the said *Philip* then Earl of *Hardwicke* and *John Waugh*, and their Heirs, that she the said *Mary* would, within Six Calendar Months after she should attain the Age of Twenty-one Years, grant, convey, and assure, or join with the said *James Yorke* in granting, conveying, settling, and assuring the said Mansion House, Messuage, or Tenement in *Arlington Street* aforesaid, and the Piece or Parcel of Ground situate and being behind the said Mansion House or Tenement, and used as a Garden thereto, with their and every of their Appurtenances (but subject to the Dower and Thirds of the said *Elizabeth Maddox* therein) unto the said *Philip* then Earl of *Hardwicke* and *John Waugh*, and their Heirs, to the Uses following; that is to say, To the Use of the said *James Yorke* for his Life, and after his Decease to the Use of the said *Mary* his then intended Wife for her Life, Remainder to the said *Philip* then Earl of *Hardwicke* and *John Waugh*, and their Heirs, during the Lives of the said *James Yorke* and *Mary* his then intended Wife, and the Life of the longer Liver of them, in Trust to preserve the contingent Reminders; and after the Decease of the Survivor of them, to the Use of Two Trustees in the said intended Settlement to be named, their Executors, Administrators, and Assigns, for the Term of One thousand Years, in Trust, by the Ways and Means, and in such Manner as was therein before-mentioned and provided by the Trusts declared of the said Term of Five hundred Years, for the better and more effectually securing and raising the several Sums of Money therein before-mentioned and provided for the Portions, Maintenance, and Education of the younger Sons and Daughters

Daughters of the said *James Yorke* by the said *Mary* his then intended Wife; and to the Intent that the said last-mentioned Messuage or Tenement and Premises, and the Rents and Profits thereof, or such Part thereof as should be thought requisite and necessary in that Behalf, might come in Aid of the Manors and Premises comprised in the said Term of Five hundred Years, and be contributory therewith, for the more effectually raising and paying such Sum and Sums of Money for the Portion and Portions and Maintenance of such younger Son and Sons, Daughter and Daughters, or such of them as should, by the Tenor and true Meaning of the said Settlement, and upon the Contingencies therein before-mentioned, become payable; and after the Determination of the said Term of One thousand Years, to the Use of the First and every other Son of the said *James Yorke* on the Body of the said *Mary* his then intended Wife to be begotten successively in Tail; and in Default of such Issue, to the Use of all and every the Daughter and Daughters of the said *James Yorke* on the Body of the said *Mary* his then intended Wife to be begotten as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail; and for Default of such Issue, to the Use of the said *James Yorke* and his Heirs, with Power for the said *James Yorke* during his Life, and for the said *Mary* his then intended Wife, after his Death, during her Life, to make such Leases of the said Messuage or Tenement and Premises, so to be conveyed and settled as afore-said, for any Term not exceeding Twenty-one Years in Possession, at the improved Rent, without taking any Fine, as was therein before inserted and contained, touching and concerning the Manors, Lands, and Hereditaments therein before granted and released:

And whereas by Indentures of Lease and Release, bearing Date respectively the Eleventh and Twelfth Days of *April* in the Year of our Lord One thousand Seven hundred and Sixty-five, the Release being of Four Parts, and made between the said *James Yorke* and *Mary* his Wife (who had then attained her Age of Twenty-one Years) of the First Part; the Reverend *John Waugh*, Vicar of *Bromsgrove*, in the County of *Worcester*, Son and Heir of the said *John Waugh*, deceased, which said *John Waugh*, deceased, survived the said *Philip* late Earl of *Hardwicke*, of the Second Part; Sir *Gilbert Heathcote* of *Normanton*, in the County of *Rutland*, Baronet, of the Third Part; and the

said *Charles Yorke* and *George Hay*, by the Descriptions of the Honourable *Charles Yorke*, Esquire, and the Right Worshipful *George Hay*, Doctor of Laws, Dean of the Arches Court of *Canterbury*, of the Fourth Part; and a Fine acknowledged and levied by the said *James Yorke* and *Mary* his Wife in *Easter Term* in the Fifth Year of the Reign of his present Majesty King *George the Third*, in pursuance of a Covenant in the same Indenture of Release for that Purpose contained, the said Mansion House, Messuage, or Tenement, formerly belonging to *Anne Charlotte Lady Fretchville*, and afterwards in the Tenure or Occupation of Sir *William Brownlowe*, Baronet, and since in the Occupation of Dame *Ann Cust*, and then or then late of the aforesaid *Henry Dawkins*, his Under-tenants or Assigns, situate, lying, and being in *Arlington Street* aforesaid, in the said Parish of *Saint George Hanover Square*, and which was formerly and before the Division of the Parishes in the Parishes of *Saint Martin* and *Saint James in the Fields*, or One of them, in the said County of *Middlesex*, with the Rights, Members, and Appurtenances thereof; and all that the said Piece or Parcel of Ground situate, lying, and being in the said Parish of *Saint George Hanover Square*, and formerly in the said Parishes of *Saint Martin* and *Saint James in the Fields* aforesaid, or One of them, in the said County of *Middlesex*, and situate and lying behind the said Mansion House or Tenement, and used as a Garden thereto, being in Figure an Oblong or long Square, the Two Sides whereof are therein mentioned each of them to contain in length One hundred Forty-six Feet of Assize, or thereabouts, more or less, and the North and South Parts thereof to abut on several Pieces or Parcels of Ground formerly in the Possession of

Johnsale, *Grott*, and *William Pym*, their Assignee or Assigns, Under-tenant or Under-tenants, and the East End thereof to abut on *Arlington Street*, and the West End thereof upon his Majesty's Park called *Saint James's Park*, which said Piece or Parcel of Ground was Part of a Parcel of Pasture Ground formerly used as Part of and lying within the said Park, and sometime divided from the same with a Brick Wall, together with all and singular Houses, Out-houses, and other Erections and Buildings whatsoever erected and built on the said Piece or Parcel of Ground, and all Ways, Waters, Water-courses, Lights, Passages, Drains, Wydraughts, Cellars, Solars, Vaults, Easements, Profits, Commodities, Advantages, Hereditaments, and Appurtenances whatsoever to the same Piece

or

or Parcel of Ground, and Erections and Buildings thereon built, belonging or in any-wise appertaining, were, in Consideration of the said Marriage, and in pursuance of the Agreement in the said Indenture of Six Parts in that Behalf contained, and for other Considerations in the said Indenture of Four Parts mentioned, conveyed and assured (subject and without Prejudice to the Dower and Thirds which the said *Elizabeth Maddox* then was and now is intituled to therein during her Life) unto the said Sir *Gilbert Heathcote*, his Heirs and Assigns, to the Use of the said *James Yorke* for his Life, without Impeachment of Waste; and after his Decease, to the Use of the said *Mary* his Wife for her Life, without Impeachment of Waste, Remainder to the Use of the said Sir *Gilbert Heathcote* and his Heirs during the Lives of the said *James Yorke* and *Mary Yorke*, and the Life of the longer liver of them, in Trust to preserve the contingent Remainders; and after the Decease of the Survivor of them the said *James Yorke* and *Mary Yorke*, to the Use of the said *Charles Yorke* and *George Hay*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impeachment of Waste, upon the Trusts and for the Intents and Purposes therein after-mentioned and declared concerning the same; and after the Determination of the said Term of One thousand Years, to the Use of the First and every other Son of the said *James Yorke* on the Body of the said *Mary* his Wife begotten or to be begotten successively in Tail; and in Default of such Issue, to the Use of all and every the Daughter and Daughters of the said *James Yorke* on the Body of the said *Mary* his Wife begotten or to be begotten, in equal Shares as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail; and for Default of such Issue, to the Use of the said *James Yorke* and his Heirs: And it is thereby declared, that the said Messuage or Tenement, Piece or Parcel of Ground, Hereditaments and Premises, were therein before limited to the Use of the said *Charles Yorke* and *George Hay*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, upon Trust, after the Decease of the Survivor of the said *James Yorke* and *Mary* his Wife, by Sale or Mortgage of the said Messuage or Tenement, Piece or Parcel of Ground and Premises, so limited to them for the said Term of One thousand Years, or of any Part thereof, for all or any Part of the said Term, or by or out of the Rents, Issues, and Profits thereof, in the mean Time, or by all or any of the Ways and Means after-

afore-mentioned, to raise and levy so much and such Part of the Portion and Portions, Maintenance and Education, directed and provided to be raised for the Daughters and younger Sons of the said *James Yorke* by the said *Mary* his Wife, under the Trusts of the said Term of Five hundred Years limited by the said recited Marriage Settlement of the Twenty-sixth Day of *June* One thousand Seven hundred and Sixty-two, as to them the said *Charles Yorke* and *George Hay*, their Executors, Administrators, or Assigns, should seem requisite and expedient; and to the End and Intent that the said Term of One thousand Years might come in Aid of the Manors, Lands, Hereditaments, and Premises comprised in the said Term of Five hundred Years, and be contributory therewith, for the better and more effectually raising and paying the said Portions and Maintenance at the Times and in Manner in the said Indenture of Six Parts mentioned and appointed in that Behalf, with a Proviso for the said Term of One thousand Years to cease and be void when the Trust thereof should have been or should become unnecessary to be performed, and the Charges of the Trustees paid; in which said Indenture of Four Parts is contained a Power for the said *James Yorke* during his Life, and after his Decease for the said *Mary* his Wife during her Life, by Indenture or Indentures under his or her Hand and Seal respectively, to demise, lease, or grant the said Messuage or Tenement and Premises, or any Part or Parts thereof, unto any Person or Persons for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Possession, at the best and most improved yearly Rent and Rents, without taking any Fine in respect of the making thereof:

And whereas the said *James Yorke* hath Issue by the said *Mary* his Wife Three Sons and Two Daughters; *videlicet*, *Charles Yorke*, *Joseph Yorke*, *James Yorke*, *Margaret Yorke*, and *Mary Yorke*, all Infants under the Age of Twenty-one Years, and no other Child:

And whereas the said Mansion House, Erections, and Buildings in *Arlington Street* aforesaid, being very old and daily decreasing in Value, and as the supporting and keeping the same in Repair would necessarily be attended with a constant Expence, and the Rent and yearly Income of the said settled Estate be thereby in a great Measure exhausted, it was deemed advisable to sell and dispose thereof, and the said *Elizabeth Maddox* having,

ing, in order to promote such Sale, consented and agreed to give up her Dower therein, the said *James Yorke* the Father, by Articles of Agreement, bearing Date the Thirty-first Day of December last, contracted and agreed with the Honourable *Harriot Marsham* to sell and dispose of the said Mansion House, Piece or Parcel of Ground, and the Erections and Buildings thereon, together with all Cisterns and Pipes of Lead, Locks, and Bolts to the said Mansion House belonging or therewith used, to her the said *Harriot Marsham*, for the Sum of Five thousand Five hundred Pounds, which is a reasonable Price for the same, and more than can be got for the said Mansion House, Piece or Parcel of Ground, Erections, Buildings, and Premises, subject to the said *Elizabeth Maddox's* Dower therein; and the said *James Yorke* the Father and *Mary* his Wife are therefore desirous that the aforesaid Articles of Agreement should be carried into Execution, and propose that the said Sum of Five thousand Five hundred Pounds to be paid for the Purchase of the said Mansion House, Piece or Parcel of Ground, Erections, Buildings, and Premises comprised in the said recited Indenture or Settlement of Four Parts, shall be laid out and applied in purchasing other Lands and Hereditaments to be settled to the Uses of the same Indenture or Settlement; **But although** the said *James Yorke* the Father and *Mary* his Wife are satisfied and convinced that the said Sum of Five thousand Five hundred Pounds will be sufficient to purchase another Estate of more certain Income than the said settled Estate so agreed to be sold, and more suitable for the Purposes of the said Settlement, and that such Sale and Disposition, and new Purchase and Settlement so proposed to be made as aforesaid, would be greatly for the Benefit of their Issue, **Yet** the same cannot be effected without the Aid and Authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal Subjects the said *James Yorke* the Father and *Mary* his Wife, in Behalf of themselves and of the said *Charles Yorke*, *Joseph Yorke*, *James Yorke*, *Margaret Yorke*, and *Mary Yorke*, their Infant Children;

Do most humbly beseech Your MAJESTY;

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in
C this

this present Parliament assembled, and by the Authority of the same, That the aforesaid Mansion House, Messuage, or Tenement, situate in *Arlington Street*, in the Parish of *Saint George Hanover Square*, in the said County of *Middlesex*, with the Rights, Members, and Appurtenances thereof, and all that the said Piece or Parcel of Ground situate behind the said Mansion House, Messuage, or Tenement, and used as a Garden thereto, and all Erections and Buildings thereon, and all and singular other the Premises which in and by the said Settlement or Indenture of Four Parts of the Twelfth Day of *April* One thousand Seven hundred and Sixty-five were granted and released, or mentioned or intended so to be, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Premises, shall, from and after the Passing this Act, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, the Honourable *John Yorke* of *Berkeley Square*, in the County of *Middlesex*, Esquire, and *John Heaton* of *Lincoln's Inn*, in the same County, Gentleman, their Heirs and Assigns, to the Use of them the said *John Yorke* and *John Heaton*, their Heirs and Assigns for ever, freed and discharged, and absolutely exempted and exonerated of, from, and against, not only all and every the Uses, Trusts, Estates, Remainders, Limitations, Powers, Provisoos, Covenants, and Agreements in and by the said Indenture or Settlement of the Twelfth Day of *April* One thousand Seven hundred and Sixty-five limited, created, expressed, and declared, touching or concerning the same, but likewise of and from the Dower and Thirds of the said *Elizabeth Maddox* in and out of the same Premises, and all Claims and Demands in respect thereof; upon Trust, that they the said *John Yorke* and *John Heaton*, or the Survivor of them, or his Heirs, shall and do, upon Payment into the Bank of *England*, as herein after-mentioned, of the said Sum of Five thousand Five hundred Pounds, agreed to be paid for the Purchase of the said Mansion House, Messuage, or Tenement, Piece or Parcel of Ground, Erections, Buildings, and Premises hereby vested in them the said *John Yorke* and *John Heaton*, and their Heirs, convey and assure the same Premises, so contracted and agreed to be purchased by the said *Harriot Marsham* as aforesaid, and every Part thereof, with their Appurtenances, and the Fee-simple and Inheritance of the same, unto and to the Use of the said

Harriot

Harriot Marsham and her Heirs for ever, or unto and to the Use of such other Person or Persons, and for such Estate or Estates, as she the said *Harriot Marsham* or her Heirs shall in that Behalf direct or appoint.

And it is hereby Enacted and Declared, That the said Sum of Five thousand Five hundred Pounds Purchase-money shall, as soon after the same shall be paid into the Bank of *England* as conveniently may be, by and with the Consent and Approbation of the said *James Yorke* and *Mary* his Wife, or the Survivor of them, if they or either of them shall be living, to be testified by Writing under their, his, or her Hands or Hand; and if they shall be both dead, then at the Discretion of the said *John Yorke* and *John Heaton*, or the Survivor of them, or the Heirs or Assigns of such Survivor, to be testified as aforesaid, be invested and laid out in One or more Purchase or Purchases of Messuages, Lands, Tenements, or Hereditaments, in Fee-simple in Possession, to be situate in that Part of *Great Britain* called *England*, which shall be conveyed, settled, and assured to, for, upon, and Subject to such and the same Uses, Estates, Trusts, Powers, Provisoos, and Limitations, as in and by the said recited Indenture of Four Parts of the Twelfth Day of *April* One thousand Seven hundred and Sixty-five are limited, expressed, and declared of and concerning the said Mansion House, Messuage, or Tenement, Piece or Parcel of Ground, Erections, Buildings, and Premises hereby vested in the said Trustees for the Purpose aforesaid, or such of them as shall be then existing, undetermined, or capable of taking Effect.

And it is hereby Enacted, by the Authority aforesaid, That in the mean time and until such Conveyance and Assurance as aforesaid shall be made and executed by the said Trustees of the Premises hereby for that Purpose vested in them the said *John Yorke* and *John Heaton*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the same Premises to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken by and for the Benefit of such Person and Persons as would respectively be intitled to and ought to hold and receive the same in case this Act had not been made.

D

And

And it is hereby further Enacted and Declared, That as soon as such Conveyance shall be made and executed by the said Trustees as aforesaid the said Sum of Five thousand Five hundred Pounds Purchase-money for the Premises shall be paid by the said *Harriot Marsham*, her Heirs or Assigns, into the Bank of *England*, with the Privity of the Accomptant General of the High Court of Chancery, to be placed to his Account there *ex parte*, the said *Harriot Marsham*, or the Person or Persons so paying the same pursuant to the Method prescribed by the Statute of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth.

And it is hereby also further Enacted and Declared, That in the mean time, and until such Purchase or Purchases can be had wherein to lay out or invest the said Money, that the said Accomptant General shall, by Order of the said Court of Chancery to be for that Purpose obtained by Petition in a summary Way, place out the same in the Purchase of *Bank Three per Centum Consolidated Annuities*, and pay and apply the Interest or Dividends arising from the same from time to time, as the same shall become due and payable, unto the said *James Yorke* during his Life, and after his Decease then to or for the Benefit of the Person or Persons who for the Time being would be intitled to the Rents and Profits of the Hereditaments and Premises so directed to be purchased in case the same were actually so purchased and settled as herein before directed, and draw for the same accordingly, pursuant to the said Acts of Parliament and the General Orders of the said Court of Chancery.

And it is hereby likewise further Enacted and Declared, That the said *Harriot Marsham*, her Heirs and Assigns, shall and may, from and immediately after the Payment of the said Sum of Five thousand Five hundred Pounds Purchase-money into the Bank of *England* as aforesaid, and the Execution and completing the Conveyances of the said Mansion House, Messuage, or Tenement, Erections, Buildings, and Premises so agreed to be sold to her as aforesaid, have, hold, and enjoy the same, and every Part thereof, absolutely freed and discharged of and from the Dower and Thirds of the said *Elizabeth Maddox*, and all Demands in respect thereof, and also of and from all and every the Uses, Trusts, Estates, Powers, Provisoos, Limitations, and

and Agreements in and by the said recited Indenture of Release or Settlement of Four Parts limited, created, provided, expressed, and declared of or concerning the same Premises; and that the Certificate or Certificates to be given by the said Accomptant-General, together with the Receipt or Receipts of the Cashier of the Bank of *England* under his Hand, to be thereunto annexed and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England* by the said *Harriot Marsham* of her Purchase-money, or by the Person or Persons paying in the same, shall from time to time and at all Times thereafter be a good and effectual Discharge to the said *Harriot Marsham*, her Heirs, Executors, Administrators, and Assigns, or to the Person or Persons paying in the same as aforesaid, of and for the said Purchase-money; and that after the Filing of such Certificate or Certificates, and Receipt or Receipts of the Cashier of the Bank as aforesaid, the said *Harriot Marsham*, her Heirs, Executors, and Administrators, shall be and is and are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Mis-application, or Non-application of the said Purchase-money, or any Part thereof.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Elizabeth Maddox*, *James Yorke* the Father and *Mary* his Wife, the said *Charles Yorke*, *Joseph Yorke*, *James Yorke*, *Margaret Yorke*, and *Mary Yorke*, Sons and Daughters of the said *James Yorke* the Father and *Mary* his Wife, and all other the Children of the Body of the said *James Yorke* the Father on the Body of the said *Mary* his Wife begotten and to be begotten, and the several Heirs of his, her, and their respective Body and Bodies, the said *Sir Gilbert Heathcote*, *Charles Yorke*, and *George Hay*, the Trustees named in the said recited Settlement of Four Parts of the Twelfth Day of *April* One thousand Seven hundred and Sixty-five, and their respective Heirs, Executors, Administrators, and Assigns, and the right Heirs of the said *James Yorke*, and all and every other Person and Persons claiming or to claim any Use, Trust, Estate, Right, Title, or Interest of, in, to, or out of the said Premises vested in the said Trustees, or intended so to be by this Act as aforesaid, by virtue of

of or under the said Indenture of Release or Settlement of Four Parts herein before recited or referred to) all such Estates, Rights, Titles, Interests, Claims, and Demands of, in, to, or out of the same Hereditaments and Premises hereby vested as aforesaid, as they, every or any of them, had before the Passing this Act, or could or might have had, enjoyed, or been intitled to in case this Act had not been made.

A
C
T

A N

F O R

Vesting Part of the settled Estate of the Honourable and Reverend *James Yorke* and *Mary* his Wife, situate in *Arlington Street*, in the County of *Middlesex*, in Trusts, to be conveyed pursuant to Articles entered into for Sale thereof; and for laying out the Money thereby stipulated to be paid in the Purchase of other Lands to be settled to the same Uses.

[1768.]

